



Facility Rental Policies

1. General Information
 - a. Purpose: This policy establishes rules and guidelines for the short-term rental of Missoula Butterfly House & Insectarium (MBHI) facilities.
 - b. Definitions: The renter (“Lessee”) is a person or entity who holds a short-term lease for any MBHI (“Lessor”) facilities.
2. Booking, Fees, and Payments
 - a. A \$50 deposit is required at the time of booking to secure your reservation. The remainder of the fee may be paid any time before the rental date or in person on the day of.
 - b. Cancellation Policy: Deposit is 100% refundable if rental is canceled at least two weeks prior to the scheduled program date. No refunds will be issued if canceled less than two weeks before the program date.
 - c. Payment cannot be split between parties.
 - d. The Lessor reserves the right to deny room reservation requests at any time for reasons deemed appropriate by the Executive Director, including scheduling conflicts, prior policy violations, or conflicts of interest.
3. Staffing, Equipment, and Facilities
 - a. An MBHI staff member is required to be in attendance in each occupied rental space at all times.
 - b. The Lessor does not provide food, drink, serving ware, photography equipment or services, bartending services, or food service.
 - c. Classroom rental includes temporary use of refrigerator, freezer, sink, and family restroom.
 - d. The Butterfly House is climate-controlled by an automated system. The timing of regulatory controls—including temperature, humidity, ventilation, and air movement—will depend on outside temperature and may not be adjustable.
 - e. During low winter temperatures and high summer temperatures, fans, heaters, and other loud machinery may be kept off for no more than 30 minutes at a

time. Please take this into consideration when planning music, speeches, etc. that may be impeded by noise. A Bluetooth speaker and microphone is available at no additional cost.

- f. The Gerald W. Marks Exploration Center is a multi-use, multipurpose facility, with the ability to host several events simultaneously. Facility partners (to include Missoula Butterfly House & Insectarium, Missoula County Department of Ecology & Extension, Missoula Conservation District, and the Healthy Acres Healthy Communities Foundation) may hold events and programs simultaneously. The Lessor will advise Lessees of other events taking place that may impact their event whenever possible.
4. Cleaning
 - a. All set-up and clean-up must occur within the rental window. Additional time may be purchased with at least two weeks advance notice.
 - b. Glitter, piñatas, confetti, and silly string are NOT allowed, and bringing them may result in a \$75.00 damages fee.
 - c. Lessee is responsible for any damages incurred by guests during the rental period. Heavy soiling may result in an additional \$75.00 cleaning fee.
 - d. Lessee shall collect and bag all garbage. Please recycle clean and dry plastic, aluminum cans, paper products, etc. Pizza boxes and other food-contaminated items cannot be recycled. Trash and recycling bins are in the unlocked enclosure in the southeast corner of the parking lot.
 5. Attendees
 - a. All party guests over the age of 2, including MBHI members, shall be included in the attendance count and must be paid for. Member discounts are available on party package pricing and must be applied at time of booking.
 - b. For events with children, the adult-to-child ratio should be one adult for every five children.
 - c. Children under the age of 16 may not enter the museum unaccompanied.
 - d. For weddings and photography rentals, the party must arrive fully prepared, including hair, makeup, and styling. No dressing room will be available.
 - e. Shirt and shoes are required at all times.
 6. Props and Decorations
 - a. Any props or decorations that will be used in the Butterfly House or Insectarium must be approved by MBHI staff at least one week in advance. We reserve the right to prohibit items that we deem dangerous or harmful to the plants, animals, and systems in the Butterfly House. All props and decorations must be removed by the end of rental period.

- b. The following items cannot be brought into the Butterfly House: real flowers (including bridal bouquets), strollers, large bags (over 12"x12"), coats, backpacks, and car seat carriers. There are secure lockers where these items can be stored at no additional cost.
 - c. With the exception of devices used by those who are mobility impaired, no skateboards, rollerblades / skates, hoverboards, scooters, or motorized equipment are allowed.
7. Museum Animals, Plants, Exhibits, and Accessories
- a. Guests are not permitted to handle any of the animals or plants in the Butterfly House & Insectarium without express permission and supervision from MBHI staff.
 - b. Removal of butterflies or moths (alive or dead) is a violation of USDA regulations and may result in civil or criminal penalties.
 - c. Removal and/or relocation of any plants, flowers, decorations, furniture, interpretive signage, and any other items is prohibited. Trees, walls, rocks, and other structures cannot be climbed, and plant beds may not be entered.
 - d. There is no guarantee that butterflies will land on you during your rental and the handling of butterflies by members of the public is not permitted. If you would like to increase your chance of butterflies landing on you, we recommend adding a butterfly release to your rental package.
8. Miscellaneous
- a. Food and beverages are not permitted in the Butterfly House without written permission.
 - b. Alcoholic beverages are not permitted except at after-hours gatherings.
 - c. Smoking, cannabis, tobacco products and devices, and electronic smoking devices are prohibited on the premises, including all buildings and grounds associated with Gerald W. Marks Exploration Center. Smoking and vaping are also prohibited on adjacent Missoula County Fairgrounds properties.
 - d. With the exception of service animals, dogs and other pets are not allowed inside MBHI facilities. Per the Americans with Disabilities Act 1990, Title III 2010 Revised Regulations-36.104, "a service animal is any dog that is individually trained to do work or perform tasks that benefit an individual with a disability"; emotional support animals are not recognized as service animals and are not permitted inside MBHI facilities. All service animals must remain on a leash or harness at all times and may not be left unattended. Owners are responsible for controlling service animal's behavior and for cleaning up after them. If at any time a service animal's behavior becomes a threat to the safety or

wellbeing of other visitors, staff, volunteers, or exhibit animals, the Lessor reserves the right to ask the handler to remove the animal from the grounds.

- e. The Lessor reserves the right to photograph or video record visitors within our facility for promotional purposes. If an individual prefers not to be photographed or recorded, we ask them to please speak with a staff member.
- f. The Gerald W. Marks Exploration Center is owned by Missoula County, and as such, concealed weapons—even with a concealed weapon permit—are prohibited.

9. Other Terms and Conditions

- a. **Indemnification:** The Lessee shall indemnify, defend, and hold harmless the Lessor, its officers, employees, agents, and facility partners from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from any injury (including personal injury, death, or property damage) to any person, including the Lessee, their guests, invitees, or any third party, occurring in or about the premises during the rental period, except to the extent caused by the gross negligence or willful misconduct of the Lessor. This indemnification obligation shall survive the termination or expiration of the rental agreement.
- b. **Non-Discrimination:** The Lessor does not discriminate, and prohibits discrimination, against any person based on race, color, national origin, ancestry, religion, creed, sex, sexual orientation, gender identity or expression, age, marital status, physical or mental disability, genetic information, military or veteran status, or any other class protected under federal, state, or local law. The Lessee and all guests, invitees, and participants are likewise prohibited from engaging in any discriminatory conduct while on the premises. Violation of this clause may result in immediate termination of the rental and removal from the premises.
- c. **Alcohol Service and Insurance:** No alcoholic beverages may be served or consumed on the premises unless the Lessee has complied with all applicable federal, state, and local laws and regulations regarding the service of alcohol, including obtaining any required permits or licenses. Prior to the event, the Lessee must furnish the Lessor with a valid Certificate of Insurance evidencing liability coverage for alcohol service, naming the Lessor as an additional insured. Failure to provide such documentation will result in prohibition of alcohol service during the rental period.